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December 18, 2000

By Hand Delivery

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
1925 K Street, N.W.
Washington, DC 20423

Re: Major Rail Consolidation Procedures
STB Ex Parte No. 582 (Sub. No. 1)

Dear Mr. Williams:

Enclosed for filing in the referenced docket are the original and 25 hard copies of the Reply Comments of the Transportation Trades Department, AFL-CIO, Rail Labor Division, as well as a copy of the comments in Word Perfect 9 format on a 3.5 inch IBM-compatible floppy diskette,

Very truly yours,

O'Donnell, Schwartz & Anderson, ~~P.C.~~

By _____
Richard S. Edelman

Enclosures

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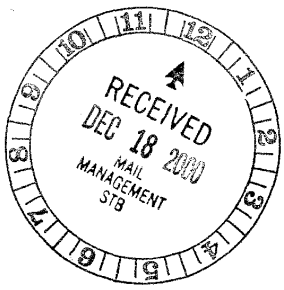
BEFORE THE
SURFACE TRANSPORTATION BOARD

EX PARTE No. 582 (Sub. No. 1)

MAJOR RAIL CONSOLIDATION PROCEDURES



REPLY COMMENTS OF THE RAIL LABOR DIVISION TRANSPORTATION TRADES DEPARTMENT, AFL-CIO IN RESPONSE TO NOTICE OF PROPOSED RULEMAKING

Pursuant to the Board's decision served on October 3, 2000, the Rail Labor Division of the Transportation Trades Department, AFL-CIO ("RLD") and its affiliated organizations[1] submit this reply to the comments of various carriers in response to the Board's Notice of Proposed Rulemaking ("NPR") and request for comments regarding its proposed modifications to its regulations governing major rail consolidations.

I. GENERAL POLICY AND ASSESSMENT OF THE PUBLIC INTEREST

1. Various carriers have argued that the proposed regulations would be somehow hostile to future consolidations and that they would place unnecessary burdens on the applicants to prove that the consolidations are in the public interest. *E.g.* BNSF Comments at 9, 27, (the proposed regulations "incorporate an overt anti-merger bias"); NSRC at 7, 9, 18 (the proposed regulations presume that future consolidations will not generate significant efficiencies and public benefits). The carriers generally protest saying that there is no basis for this presumption and that future

[1] American Train Dispatchers Department; Brotherhood of Locomotive Engineers; Brotherhood of Maintenance of Way Employes; Brotherhood of Railroad Signalmen; Hotel Employees and Restaurant Employees Union; International Association of Machinists and Aerospace Workers; International Brotherhood of Boilermakers, Blacksmiths, Forgers and Helpers; International Brotherhood of Electrical Workers; Service Employees International Union; Sheet Metal Workers International Association; Transportation • Communications International Union; Transport Workers Union of America

consolidations will, in fact, produce public benefits. *Id.* The RLD submits that the new rules as proposed would not be anti-consolidation, and in their current form would merely change major consolidation rules so that they no longer "tilt" toward approval of an application. Given the events of the last ten years, the failure of the consolidation reality to match the rosy consolidation projections, the carriers have no legitimate complaint about the more balanced approach proposed by the Board.

Indeed, in this regard the RLD believes that the proposed rules do not go far enough. The RLD submits that the experience of the last ten years demonstrates that the Board must be more critical in its consideration of the next major consolidations than appears to be contemplated by the proposed rules. Since applicants have repeatedly offered the same superficial and unsubstantiated claims that transactions would be in the public interest in the face of contrary experience, the Board should require applicants to produce evidence to support their claims based on prior experience, actual operational studies and pilot programs, customer surveys or some other objective analysis and imposing an express burden of proof on applicants to show by "clear and convincing evidence" that the projected benefits are likely to be realized. This would not be "anti-merger bias", but rather would merely insure that applicants would not obtain approval of a transaction by merely mouthing the same platitudes that they have mouthed for years. Simply put, the Board should back its stated intention to give closer public interest scrutiny to future major consolidations with actual standards by which future applications can be measured, and by which the Board's commitment to more exacting consolidation review can be measured.

The carriers' objections to the proposals for closer scrutiny of future consolidations have no force. As the RLD and others have shown, the current rules favor findings that applications are consistent with the public interest, even though experience shows that there is no reason for such a tilt in favor of consolidations because recent events have not demonstrated that such consolidations have been in the public interest. The carriers have responded by asserting that the UP/SP and CSX/NS-Conrail transactions were anomalies. However, given that there have been only a handful of mega-consolidations, two disasters can not be called anomalies. Moreover, the carriers have conveniently ignored the UP-CNW transaction that caused significant problems, which seem relatively less consequential only because of the higher magnitude of problems caused by the UP-SP transaction and the CSX/NS-Conrail transaction. But the fact is that there have been several major consolidations in the last ten years that have caused serious harm to employees, shippers and the general public; they can not be easily dismissed, and their consequences can not be ignored by the Board when setting new standards for the determination as to whether future major consolidations are in the public interest.

The carriers also argue that the Board should not draw any lessons from the UP-SP and CSX/NS-Conrail transaction because the post UP-SP merger problems were the result of the poor condition of the SP and the CSX/NS-Conrail transaction involved an unprecedented split-up of a major carrier. However, the poor condition of the SP was well known at the time UP submitted its application. Indeed, UP argued that the transaction was in the public interest because of the poor condition of the SP. UP confidently predicted that the transaction would improve the SP lines and improve transportation in the West. Other parties expressed their

reservations, but UP belittled them. Then the service melt-down occurred. To date there is more evidence in support of the skeptics than there is for UP.

Various parties raised concerns in the CSX/NS-Conrail transaction-- that the plan would not work, that the acquisition premium would put all the carriers involved in peril and that dividing Conrail's parallel lines was a bad idea. CSX and NS assured the Board and others that they had learned from UP's experience and that everything would go smoothly. But there was a disaster. Despite this experience the carriers are still making the same arguments that consolidations are inherently in the public interest. *E.g.* CSXT Comments at 33; NSRC Comments at 19, 26; BNSF at 9.

The RLD respectfully submits that this recent history shows that the Board can no longer accept the blithe assurances of consultants and academics paid for by the carriers that the public will necessarily benefit from future major consolidations. It is therefore entirely appropriate for the Board to state as it has suggested in proposed Section 1180.1(a), that applicants must show that there are substantial and demonstrable public benefits to a transaction that can not otherwise be achieved; furthermore, it should go farther and require applicants to show, by clear and convincing evidence, that the projected public interest benefits are likely to be realized and likely to outweigh any potential harm to the public interest.

2. Review of the carriers' comments also demonstrates that the Board should clarify its proposed Section 1180.1(a) to state that "greater economic efficiency" means greater economic efficiency generally for the nation or regions served by the carriers involved, and not greater economic efficiency for the carriers themselves. In their comments the carriers not only reiterate their perverted view that governmentally sanctioned reductions in the carriers' own labor costs is

somehow an aspect of the public interest, they indicate an intent be even more aggressive using STB decisions to reorder their relations with their employees. *E.g.* National Railway labor Conference Comments at 6. For all of their antipathy toward "re-regulation" the carriers favor a heavy regulatory hand on their side of their dealing with their employees. Again, while the Board may consider whether a transaction itself will promote better transportation for shippers and the public at large, the Board, shippers and the public have no legitimate interest in having the government reduce labor costs for the carriers. While carrier use of the STB to abrogate collective bargaining agreements must be addressed directly with respect to cramdown issues, the Board should make it clear in its general policy statement on major consolidations that "greater economic efficiency" refers not to the operating costs of the carriers, but to efficiency in transportation for the regions involved; the efficiency must come from the transaction itself. A transaction must stand on its own merit, and the potential to use cramdown to reduce labor costs should not be a factor in determining whether a transaction is in the public interest.

II. CRAMDOWN

The RLD wishes to focus its reply comments regarding the "cramdown" issue on a point raised by the National Railway Labor Conference ("NRLC") (NRLC Comments at 4), and echoed by several carriers, that the third sentence in the Board's proposed Section 1180.1(e) is an impermissible change in the statutory "necessity" standard in Section 11321(a). That contention rests on a tortured and fundamentally dishonest characterization of the Supreme Court's decision in *Norfolk & Western Ry. v. American Train Dispatchers' Assn.*, 499 U.S. 117 (1991) ("*Dispatchers*"). What we will demonstrate is that the Board's proposed third sentence is well within its statutory power. Indeed, RLD's request that the Board find that any override of CBAs

beyond those permitted under Washington Job Protection Agreement of 1936 ("WJPA") also is within that same statutory power.

Section 11321(a) reads in relevant part:

> A rail carrier, corporation, or person participating in that approved or exempted transaction is exempt from the antitrust laws and from all other law, including State and municipal law, as necessary to let that rail carrier, corporation, or person carry out the transaction, hold, maintain, and operate property, and exercise control or franchises acquired through the transaction.

The NRLC says that in *Dispatchers*, the Supreme Court "held that this self-executing statute means exactly what it says." NRLC Comments at 3. That assertion is true, but meaningless because the entire dispute here hinges on the meaning of the term "necessary" and the Supreme Court expressly avoided giving a definition of that term in *Dispatchers*.

Although the NRLC and its allies imply a sweeping and definitive role to the decision in *Dispatchers*, the reality is quite different. In *Dispatchers*, the Supreme Court noted that its opinion "address[es] the narrow question whether the exemption in §11341(a) from 'all other law' includes a carrier's legal obligations under a collective-bargaining agreement." 499 U.S. at 127. The Court added the important caveat to its analysis and holding that:

> For purposes of this decision, we assume, without deciding, that the Commission properly considered the public interest factors of §11344(b)(1) in approving the original transaction, that its decision to override the carrier's obligations is consistent with the labor protective requirements of §11347, and the override was necessary to the implementation of the transaction with the meaning of §11341(a).

While the Court held that the Railway Labor Act and collective bargaining agreements negotiated under it were potentially subject to the immunity provision, that holding was carefully limited by the Court's observation that the provision "does not exempt carriers from all law, but rather from all law necessary to carry out an approved transaction." *Id.* at 134. Significantly for this

proceeding, the Court stressed that in *Dispatchers* "neither the conditions of approval, nor the standard for necessity, is before us today . . . . [w]e express no view on these matters, as they are not before us here." *Id.* Therefore, the NRLC is flat wrong when it suggests that *Dispatchers* created an immutable "necessity" standard for the Board; in fact, *Dispatchers* created no necessity standard whatsoever.

The Board presently uses the "necessity" standard articulated most recently in the *Carmen III* decision. That standard permits application of the "cramdown" provisions of Section 11321(a) to abrogate or modify CBAs when that action will provide a "public transportation benefit." As our earlier filings in this proceeding showed, that standard has permitted carriers to use the power of the federal government to compel wholesale changes in CBAs that are greater in scope and far removed in time from the actual financial transaction approved by the Board. As we also pointed out, this "necessity" standard is a departure from earlier ICC and judicial interpretations of the standard. A quick review of those competing "necessity" standards is appropriate.

The court in *City of Palestine v. U.S.*, 559 F.2d 408 (5th Cir. 1977) viewed the necessity standard as a high bar for any carrier to surmount. In that case, the carrier argued that an agreement based upon state law requiring a predecessor carrier to maintain a fixed percentage of its employees in certain classifications at Palestine, Texas was automatically extinguished by the cramdown provisions of the Act when the ICC approved the successor's merger with other carriers. The Fifth Circuit disagreed, noting that Congress did not grant the ICC "a hunting license for state laws and contracts that limit a railroad's efficiency unless those laws or contracts interfered with carrying out an approved merger." *Id.* at 414. While the court noted the ICC

found the agreement a "burden" upon the merging carriers, the fact that the agreement was a burden did not mean it was "necessary" to apply the cramdown provisions and abrogate it. The court observed that the merged system

> would operate more efficiently and free of 'burdens on interstate commerce' without the strictures of the Palestine Agreement, just as it would operate more efficiently and free of 'burdens of interstate commerce' if it were relieved of its contractual obligation to pay its debts or a bargained-for wage scale. Congress allowed the ICC significant power to effectuate approved transactions, but it did not authorize gratuitous destruction of contractual relations–even when it serves the general public interest–when the destruction is irrelevant to the success of the approved transaction."

Id. at 415. In other words, the justification used by the Board in *Carmen III* for the destruction of CBA's, a "public transportation benefit," was rejected by the Fifth Circuit as an overbroad application of the "necessity" standard.

The Fifth Circuit's view of the "necessity" standard echoed the ICC's standard earlier articulated in *Southern Ry.–Control–Cent. of Georgia Ry.*, 331 I.C.C. 151, 168 (1967). There, the ICC rejected the claim the NRLC makes here that "when the Commission prescribed a specific code of employee protections pursuant to section 5(2)(f) [now Section 11326], section 5(11) [now Section 11321] of the Act automatically relieves them from the operations of all restraints, limitations, and prohibitions insofar as may be necessary to enable them to carry into effect the transaction approved by us." Instead, the ICC held that the "protective conditions imposed upon carriers under section 5(2)(f) which provide affected employees compensatory protections for wages, fringe benefits and other losses are designed to apply after the carriers have arrived at their adjustments *in accordance* with the governing provisions of their collective bargaining agreements so that the carriers may be enabled to carry an approved transaction into

effect." *Id.* at 170 (emphasis in original). The WJPA was an agreement that permitted the carrying out of approved transactions and, by definition, it could not be "necessary" to abrogate it under the cramdown provisions of the Interstate Commerce Act. *Id.* at 170-71.

That is the position the RLD asks the Board to adopt in this proceeding. Neither the NRLC nor any other commentator contends the ICC's decision in *Southern Control* is contrary to law because they cannot. *Southern Control* certainly does not conflict with *Dispatchers* because the former addressed the application of the "necessity" standard while the latter expressly disclaimed any attempt to define or apply it. The two decisions can be read together, the NRLC's position is wrong and legally unsupportable.

Instead, the NRLC's position is quite similar to the position of the carrier rejected in *Mt. Hood Stages, Inc. v. Greyhound Corp.*, 555 F.2d 687 (9th Cir. 1977), *reversed and remanded on other grounds*, 437 U.S. 322 (1978). That case concerned an antitrust action brought by a competitor of Greyhound's harmed by actions taken by that carrier following a merger approved by the ICC. Greyhound offered the defense that the antitrust immunity provided by ICC approval of the merger application "extends to conduct made possible by the acquisition whether or not the conduct itself was approved, at least where the agency considered the possibility such conduct might occur and retained continuing jurisdiction to regulate it in the public interest." *Id.* at 693. The court rejected that argument, holding that immunity only applied to those actions specifically presented for agency consideration and the absence of immunity "would have negated the regulatory agency's determination and faced the regulated carrier with inconsistent governmental demands." *Id.* at 695.

The NRLC makes the same argument here. It claims that Board approval of a rail merger confers immunity from the RLA and CBAs for all actions taken after the merger so long as the "necessity" standard applied in *Carmen III* is met. That result, according to the NRLC is compelled by *Dispatchers*. However, as we showed above, *Dispatchers* merely holds that the cramdown provisions *may* be applicable to the RLA and CBAs if cramdown is "necessary", however that is defined, to carry out the "approved transaction," whatever that is. As both *City of Palestine* and *Mt. Hood Stages* show, the "approved transaction" should be construed narrowly. Also, as *Southern Control* teaches, the "necessity" standard should be stringent. There is nothing in any of those three decisions that conflicts with the *Dispatchers* decision. This Board clearly has the authority to restate the necessity standard to one more stringent than exists today.

Indeed, the Board has been more exacting when applying a "necessity" standard before "cramming down" provisions in other than CBAs. Several recent examples illustrate the point. In *Union Pacific Corp.–Control & Merger–Southern Pacific Rail Corp.*, STB Finance Docket No. 32760 (Decision No. 66), served December 31, 1996, (not published), the Board, using the cramdown provisions, abrogated a 1913 agreement between the Utah Railway Company and the Denver & Rio Grande Western Railroad ("DRGW") because a plausible interpretation of that agreement meant the Union Pacific ("UP"), as successor in interest to the DRGW, could not unilaterally permit the Burlington Northern Santa Fe ("BNSF") to serve new facilities on track subject to the agreement. Since the 1913 agreement could be used to block the UP's grant of trackage rights to BNSF expressly sanctioned by the Board in its earlier approval of the

UP/Southern Pacific merger, it was "necessary" to abrogate the consent provision of the agreement as it applied to the subject matter of the UP/BNSF trackage rights.

Similarly, in *CSX Corp. & Norfolk Southern Corp.–Control & Operating Leases Agreements–Conrail, Inc.*, STB Finance Docket No. 33388 (Decision No. 101), served November 19, 1998 (not published), the Board clarified its override of an order of the Special Court to provide that the purpose of the override was to substitute CSX for Conrail in the original order. The Board reasoned that if it did not do so, the Providence & Worcester could try to exercise its right of first refusal for the purchase of the New Haven Station properties. However, the Board expressly stated that "our preemption was only to the extent that the Special Court order could be read to block this transfer." Slip op. at 2.

Finally, in *CSX Corp. & Norfolk Southern Corp.–Control & Operating Leases–Conrail, Inc.*, STB Finance Docket No. 33388 (Decision No. 89), served July 23, 1998, ___ S.T.B. ____, the Board used the cramdown provisions to temporarily abrogate anti-assignment clauses in certain shipper contracts. The Board found a "compelling reason" that override was necessary "to permit applicants to carry out their transaction in an orderly manner." Slip op. at 73. However, the "necessity" for that override expired 6 months after the operational effective date of the transaction. *Id.*

In those cases, the Board applied a "necessity" standard that made cramdown applicable only because without its exercise, the *approved* transaction would be blocked. That "necessity" standard comports with the standard decided in *Southern Control*. Moreover, that "necessity" standard clearly is different from the one articulated in *Carmen III*. The RLD submits that Board's maintenance of two "necessity" standards for the same provision in the Act is at least

arbitrary and capricious and perhaps raises Fifth Amendment issues because the Board applies a different "necessity" standard based upon the property right at issue.[2]

In conclusion, the RLD submits that the NRLC's contention that the Board is without authority to modify its "necessity" standard is wrong. Moreover, we have shown that application of a "necessity" standard consistent with that expressed in *Southern Control* is both lawful and appropriate. Reliance upon the WJPA procedures for the selection of forces and assignment of employees makes it "unnecessary" to use cramdown to abrogate or modify any CBA involved in a merger.

III. TRANSFERS/RELOCATIONS

The RLD continues to stand behind its position that the *New York Dock* Conditions must be modified to reflect the trans-continental nature of any future Board-approved consolidations/mergers, and the inherent hardships worked upon employees forced to relocate or transfer as a result. Out Comments to the ANPRM demonstrate these hardships, and set forth modifications to *New York Dock* which will adequately remedy them. *See* May 16, 2000 RLD Comments to ANPRM, at 18-24; *see also* November 17, 2000 RLD Comments to NPRM, at 11-12. Both the NRLC and CSX take issue with these proposals, arguing that they are at odds with the *New York Dock* Conditions' current status and historical background. *See* November 17, 2000 NRLC Comments to NPRM, at 11-12; November 17, 2000 CSX Comments to NPRM, at 65-66. We do note deny that our proposals represent a departure from the current state of *New*

[2]Any contention that CBAs are different because of the provision for compensatory benefits under Section 11326 would be wrong. The benefits under Section 11326 are provided to cushion the economic effects of a merger on railroad employees. They are not, despite the NRLC's persistent spin to the contrary, a *quid pro quo* for the use of the cramdown.

York Dock. We reiterate that the radically changed, trans-continental nature of rail consolidations render the existing protective terms inadequate and their historical justification less than convincing. RLD has cited evidence of the gross hardships worked by the recent Conrail and UP/SP mergers upon senior employees whose jobs were transferred. To truly constitute "fair arrangements" for the protection of such employees, the *New York Dock* Conditions must be modified as proposed by RLD.

IV. CROSS-BORDER ISSUES

In its Comments, the RLD noted that by creating a new Section 1180.1(k) titled "Transnational issues" and an affirmative requirement in new Section 1180.11 that applicants proposing transnational mergers provide additional information that addresses the issues raised by Section 1180.1(k), the Board has specifically addressed Rail Labor's cross-border safety concerns.[3]

Virtually every other party to comment on the Board's proposed rules treating transnational or cross-border safety issues has recognized the legitimacy of the concerns that those rules are intended to address. *See, e.g.* Department of Defense Comments at 7 ("The new requirement for carriers to explain how cooperation with the FRA will be maintained without regard to nationality of merger applicants will support a safe rail network in the U.S."); Alliance for Rail Competition Comments at Attachment #2 ("Cross-border mergers should not interfere with effective regulation...."); The Burlington Northern and Santa Fe Railway Company Comments at 52 ("BNSF does not oppose reasonable requirements in this area...particularly as

[3] We also suggested that the Board should go further and add a provision to the proposed rule that would extend to our rail system the same protection against foreign control that is in place for domestic commercial airspace. RLD Comments at 14.

they relate to...issues of safety requiring involvement or cooperation with the Federal Railroad Administration...."); Canadian Pacific Railway Company Comments at 21 ("It is entirely appropriate for the Board to ensure that merger applicants can - and will - comply with all applicable FRA safety regulations in operating lines located within the United States."); U.S. Department of Transportation Comments at 22 ("Many important railroad functions that profoundly affect the safety of railroad operations in the U.S. could be transferred outside the country (e.g., train dispatching, locomotive maintenance, etc.). The transfer of safety-critical work and functions could negatively affect the safety of U.S. rail operations that are part of a transnational system and could impair FRA's ability to monitor and oversee the safety of those rail operations.").

Canadian National Railway Company, on the other hand, suggests that "[t]here is no reasonable basis for this additional requirement, which would require foreign applicants to profess their good faith simply because they are foreign." CN Comments at 27. CN maintains that the Board's proposed § 1180.11(a), which requires foreign carriers to "explain how cooperation with the Federal Railroad Administration will be maintained without regard to the national origins of merger applicants" improperly discriminates against foreign bidders. Canadian Pacific asserts a similar discrimination concern. CP Comments at 21. Aware as it is of the possibility that foreign carriers might seek as part of a merger to transfer parts of their domestic operations to locations beyond U.S. borders (like CP announced it intended to do with its train dispatching operation), the Board appropriately determined that foreign applicants should be required to provide assurances of continued FRA supervision of such operations that would impact the safety of the domestic rail system. Obviously, such a requirement is unnecessary in

the case of domestic carriers because, by definition, their operations are fully within the borders of this country and fully subject to FRA supervision and regulation. *See* Comments of U.S. DOT at 23 (there are "special uncertainties that major transnational rail consolidations introduce.") Such differentiation may be discrimination, but it certainly is not unlawful or improper discrimination. That said, the Board could satisfy CN's and CP's concern by expanding the proposed rule to encompass domestic carriers who, as part of a wholly domestic merger, intend to transfer to another country any part of their operations that would impact safety of domestic operations as well. RLD would support such an amendment to the proposal.

CN also suggests that the STB's proposed rule is unwarranted because foreign railroads have the same incentive as domestic carriers to operate safely and because foreign-owned rail assets in the U.S. will continue to be subject to U.S. regulation in the same manner as other rail assets in the U.S. In the event a foreign carrier does contemplate a transaction that would "call[] into question FRA's ability to enforce its regulations" (citing train dispatching as an example), CN says "applicants would no doubt present evidence themselves as part of the application." CN Comments at 29. Of course, that begs the question. The Board properly has proposed a rule that would not leave the decision whether to address the issue up to the applicants. CN's Comments reveal not only the wisdom of the Board's proposed rule, but also the minimal burden the rule places upon foreign applicants.[4]

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[4] The Comments of Wisconsin Central System (at 5-7) that the Board has no reason to address cross-border issues is belied by the Board's recent experience. While Wisconsin Central may be "perplexed" by the Board's concerns, it is the only commentator expressing that reaction.

V. PASSENGER RAIL ISSUES

The Amalgamated Transit Union has urged the Board to modify its proposed regulations so they explicitly recognize the importance of passenger rail service, and affirmatively adopt a requirement that consideration must be given to the impact of future major consolidations on passenger rail service and on passenger rail employees. The RLD concurs in the recommendation of the ATU that the new rules should treat existing passenger rail service as essential to the communities that have such service. The RLD also agrees that since passenger rail operations often share track, facilities and equipment with freight railroads, the Board should provide that if passenger rail workers are adversely affected by a consolidation, they should be eligible for employee protections similar to those provided freight rail workers in the same transaction.

CONCLUSION

For all of the reasons stated herein, the RLD urges the Board to adopt the changes in its major consolidations regulations, with the clarifications, modifications and additions that are described in the RLD's comments and herein.

Respectfully submitted,

Rail Labor Division
Transportation Trades Department, AFL-CIO

Edward Dubroski

Edward Dubroski
Chair, Rail Labor Division, TTD

Of Counsel:

Richard S. Edelman
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Dated: December 18, 2000

CERTIFICATE OF SERVICE

I hereby certify that I have caused copies of the foregoing Reply Comments of the Rail Labor Division Transportation Trades Department, AFL-CIO In Response To Notice Of Proposed Rulemaking in Ex Parte No. 582 (Sub. No. 1) Major Rail Consolidations to be served by First Class Mail on all persons listed on the service list for this proceeding

12/18/00
Date

Richard S. Edelman